

The Telecoms Advocate Ltd – Terms and Conditions (Version 2.5 – December 2025)

1. Introduction

By engaging the services of **The Telecoms Advocate Ltd** (“TTA”), you agree to be bound by these Terms and Conditions. These govern how we provide services, what you can expect from us, and how we work together. Please read them carefully.

Important Disclosure: *The Telecoms Advocate Ltd is not a firm of solicitors and is not regulated by the Solicitors Regulation Authority (SRA). We do not provide legal representation in court or conduct reserved legal activities under the Legal Services Act 2007. Our services are advisory in nature and grounded in telecommunications industry expertise and regulatory guidance.*

Company Details:

- Name: **The Telecoms Advocate Ltd**
- Company Number: **16694159**
- Registered Office: **124–128 City Road, London EC1V 2NX**
- Email: contact@thetelecomsadvocate.com
- Telephone: **02031 431390**

2. Scope of Services

TTA provides the following services:

- Telecom contract review
- Dispute resolution with providers
- Regulatory and billing advice
- General telecoms consultancy
- Referral to solicitors or barristers, if necessary

2.2 We do not offer legal representation.

2.3 If legal advice or action is required, we can suggest or refer you to qualified solicitors or barristers on your instruction.

2.4 Our role is that of an intermediary, negotiator and adviser with specialist knowledge of telecoms regulation and industry practice.

Referrals to Legal Professionals

- Where appropriate, we may assist in preparing material for a legal referral.
- All arrangements with solicitors or barristers are made directly between the client and the legal professional.
- If a solicitor we referred secures a successful outcome, we may charge a capped referral-related success fee of 7.5% unless a direct introducer fee is received from the legal professional.
- Our written work and strategies remain confidential and must not be shared with legal professionals or third parties without our express written permission.

3. Responsibilities

3.1 Our Responsibilities

We will:

- Communicate clearly and promptly
- Treat your case with diligence, confidentiality, and professionalism
- Keep you updated on key developments
- Alert you to any foreseeable risks or delays
- Provide realistic advice based on your objectives

3.2 Your Responsibilities

You agree to:

- Provide accurate and timely documentation
- Inform us of changes that affect the matter
- Respond to our requests in good time
- Cooperate in good faith throughout the matter
- Confirm your authority if acting on behalf of a business or third party

4. Service Standards

We aim to:

- Acknowledge emails or messages within 2 working days
- Respond to phone queries within 48 hours
- Provide meaningful updates when there is material progress
- Be available during standard working hours: Monday to Friday, 9am–5pm

5. Fees and Payment Terms

5.1 Success-Based Fees

- Standard fees are calculated as **10% to 20%** of the total amount saved, recovered, or avoided, unless otherwise agreed in writing. This is based on the complexity of the case and the size of the company.
- If the matter is referred to a solicitor and they secure recovery, our fee will reduce to **7.5%**, where applicable.

5.2 Subscriptions / Retainers

- If agreed, we may charge a monthly subscription for ongoing support. This will be documented separately.

5.3 Payment Terms

- Invoices are payable within 30 days of issue.
- Late payments may incur statutory interest at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 No Recovery, No Fee

- If a case ends with no resolution and TTA has not materially contributed to any recovery, no fee will be charged.

6. Termination

6.1 Either party may terminate with 30 days' written notice.

6.2 If you terminate after substantial work has begun but before a resolution is achieved, a case preparation fee of **£500** may apply.

6.3 If you settle with a provider privately after TTA has materially contributed to the outcome, we reserve the right to invoice our standard fee or a reduced fee as set out above.

6.4 We may terminate immediately if:

- You breach these terms;
- You fail to cooperate or provide required information;
- Your conduct is unlawful or harmful to our business or reputation.

7. Limitation of Liability and Reliance Disclaimer

7.1 No Guarantee of Outcome

While The Telecoms Advocate Ltd (“TTA”) will act with reasonable skill and care, we do not guarantee the outcome of any matter. Results depend on factors beyond our control, including the conduct of telecom providers, regulators, courts, and third parties.

7.2 Client Responsibility

You remain fully responsible for your own decisions and obligations, including but not limited to:

- Meeting payment deadlines, limitation periods, or statutory time limits;
- Taking any procedural or legal steps required to protect your position;
- Deciding whether to accept, reject, or pursue settlement offers; and
- Seeking independent legal advice where appropriate.

7.3 No Reliance on TTA Alone

Our services are advisory in nature. They are not a substitute for legal representation or independent legal advice. You should not rely solely on our advice when making decisions that may have legal or financial consequences.

7.4 Exclusion of Liability

To the fullest extent permitted by law, TTA shall not be liable for:

- Any indirect, consequential, or incidental loss;
- Any loss arising from your own failure to take timely action or obtain legal advice;
- Any loss arising from reliance on our advice where you have not taken steps to verify or supplement it with independent professional input.

7.5 Liability Cap

In all cases, our total liability to you, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid to us in respect of the matter giving rise to the claim.

8. Confidentiality & Data Protection

- All data is processed in line with the UK GDPR and Data Protection Act 2018.
- Your information is stored securely and shared only where necessary for service delivery.
- All documents, templates, and strategic materials provided by TTA are confidential and must not be shared with any third party (including referrers or advisors) without prior written consent.
- Please review our full Privacy Policy at: www.thetelecomsadvocate.com/privacy-policy.

9. File Storage and Document Retention

- We retain client files digitally for a minimum of 6 years after the matter is closed.
- Files may be destroyed after this period unless you request retention in writing.

10. Cyber Security & Communications

- We do not notify changes to contact or banking details by email. Always verify details by phone.
- Email is not a secure method of communication. If you require alternative arrangements, please notify us.

11. Complaints

If you are unhappy with our service, please contact **James Brookbank** at:

- Email: contact@thetelecomsadvocate.com
- Phone: **02031 431390**

We will make every effort to resolve your concerns. We are open to engaging in Alternative Dispute Resolution (ADR) if necessary.

12. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Updates

These Terms may be updated from time to time. The current version is **2.4 (September 2025)**. Continued use of our services confirms your acceptance of any updated terms.

14. Intellectual Property and Work Product

14.1 Ownership

All written documents, templates, strategies, correspondence, and other materials prepared by The Telecoms Advocate Ltd (“Work Product”) remain our intellectual property. These materials are provided to the Client solely for use in connection with the specific matter for which we are engaged.

14.2 Restrictions on Use

The Client shall not reproduce, adapt, share, publish, distribute, or otherwise make use of any Work Product for commercial purposes, for future or unrelated disputes, or for the benefit of any third party without our express written consent.

14.3 Third-Party Access

The Client shall not provide Work Product to third parties, including referrers, consultants, or legal professionals, unless such disclosure is authorised in writing by The Telecoms Advocate Ltd.

14.4 Consequences of Breach

Unauthorised use or disclosure of our Work Product may result in immediate termination of services and may give rise to legal action. Nothing in these Terms grants the Client a licence or right to commercially exploit our materials or methodology.